# UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD ATLANTA BRANCH OFFICE DIVISION OF JUDGES

UNITED STATES POSTAL SERVICE

and Case 16-CA-22930

AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO

Laurie Hines-Ackerman, Esq. for the General Counsel. Kimberly C. Blanton, Esq. and Alexander G. Katz, Esq. for the Respondent.

#### DECISION

#### Statement of the Case

JOHN H. WEST, Administrative Law Judge: The charge was filed by the American Postal Workers Union, Local 739, AFL-CIO (Union or Charging Party) against the United States Postal Service (Respondent or USPS) on July 14, 2003.¹ An amended charge was filed on September 25. A first amended complaint (hereafter referred to as complaint) was issued on May 12, 2004 alleging that the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act, as amended (Act), by failing to timely furnish the Charging Party with the described information requested by it, which information is necessary for and relevant to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the involved unit. The Respondent denies violating the Act. By way of an affirmative defense, Respondent argues that the National Labor Relations Board (Board) lacks jurisdiction to rule upon questions relating solely to the matter of contract interpretation, which do not involve the repudiation of the contract.

A trial was held in this matter on May 27, 2004. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by Counsel for General Counsel and the Respondent, I make the following:

# Findings of Fact

#### I. Jurisdiction

The complaint alleges, the Respondent admits, and I find that the Respondent provides postal services for the United Sates and operates various facilities throughout the United States in the performance of that function, including its processing and distribution center (PD&C) located in Waco, Texas, the only facility involved in this proceeding. The Respondent admits and I find that the Board has jurisdiction over the Respondent by virtue of Section 1209 of the Postal Reorganization Act (PRA). The complaint alleges, the Respondent admits, and I find that

<sup>&</sup>lt;sup>1</sup> All dates are in 2003 unless otherwise indicated.

the Union and the National Union, namely the American Postal Workers Union, AFL-CIO (National), are labor organizations within the meaning of Sections 2(5) of the Act.

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The complaint alleges, the Respondent admits and I find that the following employees of the Respondent, herein called the unit, constitute a unit appropriate for the proposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All maintenance employees, special delivery messengers, motor vehicle employees, postal clerks, and mail equipment shops employees and material distribution centers employees.

EXCLUDED: Managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards [as defined in Public Law 91-375, 1202(2)], all postal inspection service employees, employees in the supplemental workforce as defined in Article 7 (of the parties' collective bargaining agreement), rural letter carriers, mail handlers or letter carriers.

The complaint alleges, the Respondent admits and I find that the National Union has been the designated exclusive bargaining representative of the unit, it has been recognized as the representative by the Respondent, this recognition has been embodied in successive bargaining agreements, and the Charging Party has been an agent for the National Union for various purposes including administering the collective bargaining agreement with respect to employees in the Unit who are employed by the Respondent in Waco.

# II. Alleged Unfair Labor Practices

## A. Background

On September 6, 2002 Judge Cullen, after presiding at a trial before the National Labor Relations Board (Board) on June 24, 2002, issued a decision in Case No. 16-CA-21403 et al in which he found that USPS, at its Waco facility, violated Section 8(a)(1) and (5) of the Act by failing and refusing to furnish and/or timely furnish the Union with requested information which was presumptively relevant, namely Organization Management Staffing System (OMSS) Reports, the limitation of a job posting, Clock Rings, the weekly schedules for Customer Service employees in Waco, Time Records, and a List of Unencumbered employees. USPS was also found in violation of Section 8(a)(1) and (5) of the Act by failing and refusing to timely furnish the Union with the requested Mail Condition Reports, Form 50s for all casual employees employed at USPS's Waco P&DC, and disciplinary records. General Counsel's Exhibit 2.

On October 25, 2002 the Board issued an Order which indicated that no statement of exceptions to Judge Cullen's decision in Case No. 16-CA-21403 et al had been filed with the Board, and the Board adopted the findings and conclusions of Judge Cullen. General Counsel's Exhibit 2.

On June 3 the United States Court of Appeals for the Fifth Circuit in 03-60151 issued a judgment enforcing the Board's order in Case No. 16-CA-21403 et al and ordered USPS to abide by such order. General Counsel's Exhibit 2

William Curtis Reed, who has been the Union President for three years, testified that there is a grievance arbitration procedure in the collective bargaining agreement between the Union and USPS; that he files grievances; that step one of the procedure involves notifying

USPS and trying to resolve the issue with the employee's immediate supervisor; that if step one is denied, then it is appealed to step two; that as part of step two, an information request is submitted to USPS; that the installation head or someone designated by it represents USPS at the step two meeting; that if step two is denied, the Union has 10 days to appeal it to local management; that at step three the entire case is submitted, namely all of the evidence, all of the arguments, management's rebuttals, and all of the information requests; that at step three the grievance is no longer in his hands, the Union is represented by the National Business Agency and USPS is represented by someone out of the regional office; that the last possible moment that he can add evidence is 10 days after the step two answer is given to him; and that General Counsel's Exhibit 3 is, as here pertinent, Article 31, Section 3 from the involved collective bargaining agreement which reads as follows:

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The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or his designee. All other requests for information shall be directed by the National President of the Union to the Vice-President, Labor Relations.

Reed further testified that if he needs information, he fills out an information request form, General Counsel's Exhibit 4,² he puts it in a "Holy Joe," which is an inter-office envelope, and places it in a U-cart, which is a bin used for transporting mail, marked Official Mail; that this cart is only used for mail which stays in the building; that from May to June 2003 he sent the information requests to Mary Trout, who at the time was the Attendance Control Supervisor because in 2002, after Judge Cullen's above-described decision, USPS sent a letter to the Union indicating that all information requests should go to Trout; and that typically when management receives a request for information from the Union, management will either call him to come to their office or they will give him the information by sliding it under the door of the union office which is located just off the workroom floor, or they will give it to him while he is on the floor.

#### B. Facts

In March 2003 Iris Reddick became the Plant Manager of the Waco processing and distribution facility. She testified that when she was promoted to Plant Manager at Waco Union requests for information were not answered. On cross-examination Reddick testified that she replaced Robert Roper; that Sandra Sweatt, who was at the Waco facility at the time and worked in customer service, did not work for her; and that in her first week as Plant Manager at Waco she went with Sweatt to post the Board notice at each facility and Sweatt explained the

<sup>&</sup>lt;sup>2</sup> The printed form has boxes for certain information, namely the name of the grievant, the nature of the allegation, the date of the request, to whom it is directed, who is requesting the information, a description of the information, whether the request is approved or denied, with a reason, the date of the disposition of the request, and the signature of the person who ruled on the request.

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Nancy Robinette, who at the time of the involved information requests was the acting secretary to the plant manager at the Waco processing and distribution facility, testified that in late April 2003 she started maintaining a log in which she wrote the date the request for information was received, the name of the requestor, who the request for information was going to, the issue, and the date the information was given back to her to send out to the Union; that Respondent's Exhibit 1 is the handwritten request for information log she kept from "5/5/03" to "7/6/03"; and that Respondent's Exhibit 1 also specifies the date the representative of the Union received the information, and this entry is based on a form which the Union representative signed when he received the information. On cross-examination Robinette testified that Henry Smith assigned her to log in the information requests and Reddick played a role in her continuation of that task. On redirect Robinette testified that Smith told her to keep a record of everything regarding information requests in February or March 2003. Subsequently Robinette testified that she was directed by Reddick to set up the log which was received as Respondent's Exhibit 1, and before that she just used a legal pad; that while a procedure was set up by Reddick for logging in requests for information, the procedure was not followed 100 percent of the time; that while Mary Trout, who is the supervisor of distribution operations and was the designated contact person for the Union's information requests, was aware of the procedure, sometimes Trout (one percent of the time) did not give her a request to log in.

Trout testified that normally the plant manager's secretary would distribute the Union's information requests to her; that Respondent's Exhibit 2 is a Union request for information log that she maintained; that Respondent's Exhibit 2 starts on April 21 and runs to July 7; that she left this office sometime in June 2003 and the entries on Respondent's Exhibit 2 after that time were made by her replacement, someone she identified only as Frankie; that when she received an information request she did not log it in until she "gave it over to the person that was receiving it, the end of it. Usually it was Nancy Robinette" (transcript page 105); that she started her log because there was a lot of controversy about information not being given, or some people not seeing it; and that the plant manager made it a big priority to make sure that the information got out no later than a week. On cross-examination Trout testified that Plant Manager Reddick was out a lot and the different acting plant managers were not as adamant as Reddick about the information requests; that Lewis Zedlitz performed acting plant manager functions in May and June and possibly July 2003; and that in June 2003 Zedlitz was the one who sent her out of her office.

General Counsel's Exhibit 5 is an undated information request form, regarding Grievant Beverly Alexander, from Reed to Trout seeking the following:

The Union is requesting a copy of Beverly Alexander['s] clock rings for the following time period[:] September through October 2002, for each ...[S]uday night only. The Union also want[s] a copy of the overtime desire list for the time frame in question. The Union also want[s] to know the order of rotation that management used during this particular time, to make up the over time to Mrs. Alexander.

Reed testified that he left the date out on the information request by mistake; and that he delivered this request to Trout by placing it in an inter-office envelope and placing it in the U-cart marked Official Mail Only. General Counsel's Exhibit 6 is the same request only with a date on it, "5-04-03," and "2nd Request" handwritten by Reed in the Nature of the Allegation box. Reed testified that he made the second request because he did not receive the information after the first request; that he did not recall how much time passed between the first request and the second request; that he submitted the second request to Trout by placing it in an inter-office

envelope and placing the envelope in the U-cart marked Official Mail Only; that he requested the "overtime desire list" because it would show him who was on the list and he wanted to see if Alexander's name was on the list to show whether she was entitled to overtime without filing for it; that the issue regarding the overtime for Alexander was that she was skipped on the overtime desired list in a previous grievance, and this grievance dealt with her makup; that the list would have shown him what days Alexander was supposed to have been given the make up overtime; that the "order of rotation" would have shown him whether management issued, pursuant the collective bargaining agreement, overtime on a seniority basis; that he never received the overtime desired list and the order of rotation from the Respondent; and that he filed a grievance and at the time of the trial herein it had been sent to step three, pending arbitration.

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Reddick testified that she did not have any involvement with the information request received as General Counsel's Exhibit 6.

Robinette testified that she logged in the information request which was received as General Counsel's Exhibit 6 on page one of Respondent's Exhibit 1; and that she gave the Union the clock rings for Alexander. On cross-examination Robinette testified that the Respondent did not provide the requested overtime desired list or the order of rotation that management used from September to October 2002.

Trout testified that she was familiar with the information request received as General Counsel's Exhibit 6; that she had access to the clock rings using a program on the computer which supervisors can access; that for the overtime desired list she had to go to the floor, and it is basically put in the order of seniority; that with respect to the order of rotation, sometimes the supervisors mark the list and sometimes they do not; that the information request received as General Counsel's Exhibit 6 is the first entry on page two of her log; that the only information provided was 18 pages of clock rings; and that she would have given the overtime desired list. On cross-examination Trout testified that she told the Union that the supervisors did not always mark the overtime desired list to show the last person they kept for overtime so this information did not exist; that General Counsel's Exhibit 15 are the clock rings for Alexander; and that since her log indicates that she provided 18 pages to the Union, what is in the packet received as General Counsel's Exhibit 15 is what she provided to the Union.<sup>3</sup>

By information request dated "5-12-03," General Counsel's Exhibit 7, Reed submitted the following request to Trout:

The Union is requesting a copy of the OMSS REPORT, the union has attached a copy of page 20 section 160 from the ELM [Employee Labor Relations Manual] to help show management what type of reports we are asking for from them.

Reed testified that he put this request in an inter-office envelope and placed the envelope in a U-cart marked Official Mail Only; that the OMSS report shows what positions are authorized for a facility; that in 2001 the Respondent did not give him this information when he requested it; and that at that time the Union filed a charge and there was another hearing on this same information request because the Respondent did not believe that the Union was entitled to this information.

On about May 12, according to the testimony of Reed, he had a conversation with Reddick in her office. Reed testified that Tim Loftin, who was the maintenance manager at the

<sup>&</sup>lt;sup>3</sup> The packet does not contain an overtime desire list.

time, was also present; that the conversation lasted 15 to 20 minutes; that Reddick stated that she did not even know what an OMSS report was, and she tried, unsuccessfully, to get a copy of it from Ken Thompson, who works in the district office in Austin, Texas; that he needed the OMSS report for that whole year to see who held what positions because management had abolished a bargaining unit job and then a manager did the work; that if management gave the job a new title, the OMSS would have demonstrated whether the title was authorized for the Waco facility and it would have shown that the employee had held that position for the entire year; that USPS did not respond to his May 12 information request; that a grievance was filed by the Union on the issue of management performing bargaining unit work; and that at the time of the trial herein, the grievance was pending arbitration.

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Reddick testified that she received the information request which is dated May 12 and which was received as General Counsel's Exhibit 7; that when she received the request she called the Labor Relations Manager for advice on how to answer the request; that she spoke with someone she identified only as Ann, who is an area person who works on staffing; that she spoke with Angie Barns who is the Human Resource Manager for the district; that she spoke with Jeff Claye, who is the Human Relations Manager for the Rio Grande District; and that she spoke with Sondra Sweatt, who is the person in the Waco plant who usually helps gather the data. On cross-examination Reddick testified that when Sweatt could not supply the information, she went to Claye; and that she did not tell Trout to tell the Union that the she had been speaking with Claye who was going to get back with the information.

On redirect Reddick testified that this was the first information request for an OMSS report that she received in her management career; and that the report originated from the Southwest Area Office in Dallas, Texas. On recross, Reddick testified that when Trout asked her about Reed's May 12 request for the OMSS report she immediately telephoned Labor Relations to find out how to provide the information. Subsequently Reddick testified that if Trout waits for weeks before telling her that she had been trying unsuccessfully to get the information, Reddick would not know about the request; that when Trout brought the request to her attention she immediately acted on it; and that she did not know the exact dates involved.

Robinette testified that the information request received as General Counsel's Exhibit 7 is not included on her log, Respondent's Exhibit 1. Subsequently Robinette testified that while this request was not on her log, she recalled seeing it and she believed that she saw it in Trout's office; that she told Trout that she did not have this request logged in and Trout told her that this report does not exist; that she told Trout that Claye had to be contacted and she sent Claye an email; and that Claye responded indicating that the information should be given to the Union.

Trout testified that she processed the information request received as General Counsel's Exhibit 7; that she had no idea what an OMSS report was; and that she took the request to plant manager Reddick, and after that she did not have any further involvement with the request.

By information request dated "5-12-03," General Counsel's Exhibit 8, Reed submitted the following request to Trout:

The Union is requesting a copy of the mail conditions report for the following two days, May 5, 2003 and May 6. The Union also want[s] to know how much of the mail was cancelled for both days as well. The union also want[s] a copy of the overtime desire list for the days in question as well. The union also want[s] a copy of each employee's clock rings that is on the overtime desire list. All this information pertains to tour 3 mail office (clerks on the overtime desire list and clock rings)

Reed testified that he put this request in an inter-office envelope and placed the envelope in a U-cart marked Official Mail Only. Reed made a second request for this information on May 27, General Counsel's Exhibit 9. He testified that he put this second request in an inter-office envelope and placed the envelope in a U-cart marked Official Mail Only; that the mail condition report would have shown how much mail was processed in the plant on those two particular days; that management had denied Tour 3 clerks Tour 3 overtime and he wanted to be able to demonstrate that there was enough mail to show that overtime was needed; that he wanted the amount of mail cancelled on May 5 and 6 to show how late they were processing or canceling mail to further articulate his argument that there was a need for overtime; that mail is cancelled when it runs through a machine and the stamps are cancelled (lines are placed over the stamp) so that they cannot be used again; that a grievance was filed on the issue of Tour 3 overtime; that at the time of the trial herein it was at step three pending arbitration; and that he never received the mail conditions report or the amount of cancelled mail while he was processing this grievance.

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Reddick testified that she recognized the information request received as General Counsel's Exhibit 8; that her involvement with this request consisted of supplying the information through the supervisor and through her office to the Union; that around this time she set up a system under which the request for information would be logged in to centralize the procedure and to ensure that the Union received the information; and that the Union signed off as well as someone from Respondent.

Robinette testified that the information request received as General Counsel's Exhibit 8 is not included on her log, Respondent's Exhibit 1.

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Trout testified that she processed the Union's information request received as General Counsel's Exhibit 8; that she got the mail condition reports; that she went to the floor to get the overtime desired list; that, after asking the Union the scope of its request, she provided the clock rings for the people on the overtime desired list; that this request is the last entry on page two of her log; that she gave this information to Reed; and that Reed told her that this was a second request for this information so she crossed out the information request date of "5/27/03" and wrote over it "5/12/03." On cross-examination Trout testified that unlike her other entries, she did not write down how many pages of information were provided to the Union; that the daily mail condition reports, which tell how much mail was cancelled for that day, were "like one page each" (transcript page 122); and that General Counsel's Exhibit 16 is a copy of the Tour 3 overtime desired list of April through June 2003, along with clock rings for Tour 3 and Tour 1 employees; that the first page of General Counsel's Exhibit 16 has two date stamps on it and that normally the plant manager's secretary, Jackie Munmon, places these stamps on an information request<sup>4</sup>; that General Counsel's Exhibit 16 does not have a form like that included in the packet received as General Counsel's Exhibit 15 showing the signature of the Union representative receiving the information requested on May 12 and 27; and that her handwritten last entry on page two of her log is the only proof that the information requested on May 12 and 27 was provided to the Union.

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By information request dated "6-1-03," General Counsel's Exhibit 10, Reed submitted the following request to Trout:

The Union wants to know in writing why management is abolishing 6 level 6 jobs (FSM

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<sup>&</sup>lt;sup>4</sup> The date stamps are May 13 and 15. This is the information request received as General Counsel's Exhibit 8, dated May 12.

[Flat Sorter] Clerks). The Union also want[s] to know how long ... [have] the 6 level 6 jobs been around (how long has management been using scheme clerks on the flat sorter), the union also want[s] a list of all the employees that work on the flat sorter, as level 6 clerks to include years. The Union also want[s] to know what other jobs will management want to abolish and when will they want to abolish these jobs.

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Reed testified that he put this request in an inter-office envelope and placed the envelope in a U-cart marked Official Mail Only; that since the Respondent was not returning his information requests to show that it had received them, he placed a mail date stamp (June 1) on the request form; that he was requesting this information because management had abolished six FSM clerks jobs and he wanted to make sure that USPS was contractually right in taking this action; that he asked about the other jobs that management would abolish and when because management has told him that they were going to abolish jobs and he wanted to tell employees so that they could bid on other jobs; that he asked for a list of the employees who worked on the flat sorter as level 6 clerks because he wanted to show that there was a need for the job and how long the particular employees had been working in that particular job; that Lewis Zedlitz sent him a letter stating why the jobs were being abolished; that he filed a grievance on the issue of the abolishment of FSM jobs; that he did not have the information when he filed the grievance; and that the grievance is at step 3 pending arbitration. On redirect Reed testified that he had previously asked the Respondent why they were abolishing the level 6 jobs.

Reddick testified that she recognized the request for information which was dated June 1 and received as General Counsel's Exhibit 10; that she never processes any of the information requests but rather she would follow up with the supervisors and help them get the information; and that Trout's name was on the request and she was the person that Respondent was centralizing the information requests to at that point.

Robinette testified that the information request received as General Counsel's Exhibit 10 is the third entry on page two of Respondent's Exhibit 1; and that in response to this request, she gave a one page letter from Zedlitz to Reed who signed for it on "6/10/03." On cross-examination Robinette testified that her log does not reflect an index of what was actually provided to the Union but rather it reflects her understanding of what was provided to the Union; and that "from my summary, I know that one page is not everything that they ask[ed] for." (transcript page 96)

Trout testified that she did not recognize the Union's information request received as General Counsel's Exhibit 10, and she would not have been able to process the request.

By information request dated "6-13-03," General Counsel's Exhibit 11, John Baker, who is the Vice President of the Union and works at the Waco annex facility, submitted the following request to Trout:

request the management organization report for the previous 12 month period for the Waco facility. [R]equest the management staffing report for the previous 12 month period for the [W]aco facility. [R]equest the management staffing exception report for the previous 12 month period for the [W]aco [T]exas facility.

Baker testified that he files information requests to investigate and adjust grievances; that he believed that the OMSS report encapsulates all three of the reports that he requested; that he asked for the reports because he was investigating a possible grievance with respect to whether the Respondent was utilizing temporary employees in bargaining unit positions; that the reports would show how many non-bargaining unit positions were authorized and what the actual

JD(ATL)-38-04

compliment was at the time; that he asked for 12 months to be able to note any change within that time frame; and that he received a June 18 response from USPS, General Counsel's Exhibit 12, in which Trout denied the request indicating that "[t]he Union has not identified how the information requested is relative to the APWU [American Postal Workers Union] bargaining units nor how it is arguably relevant to any alleged violations of the Collective Bargaining Agreement." Trout went on to indicate "[I]f the Union would respond and explain the arguable relevancy, the request will be reconsidered."

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Robinette testified that the information request received as General Counsel's Exhibit 11 is included on page two of her log; that the Union was given five pages which Baker signed for on June 26, 2003; that when she writes in the column headed "NATURE OF ALLEGATION, ARTICLE" it is a summary of what she understands the Union is requesting; that she was aware that USPS was given a subpoena to produce documents showing that the Union received the requested documents; and that she spent a lot of time unsuccessfully looking for the box of documents which showed the Union received requested documents.

On July 1 Baker filed a charge with the Board in Case 16-CA-22906 alleging that the Respondent violated Section 8(a)(1) and (5) of the Act when Trout denied the Union's June 13 information request relevant to the investigation and filing of grievances on behalf of the local bargaining unit.

Baker testified that in August 2003 USPS gave him the reports described in his information request of June 13; that manager Zedlitz told him that Reed was pursuing the staffing issue; and that there was no need for him and Reed to file on the same issue so he withdrew his charge.

By letter dated August 7, General Counsel's Exhibit 14, Reddick advised Baker as follows:

Attached is the information you requested on June 13, 2003. The information is being provided despite your failure to articulate the relevance thereof to any aspect of your bargaining unit or the collective bargaining agreement between the parties.

For future reference, if the employer questions the relevancy of the information your are requesting and no response is forth coming, the employer will consider the request to have been withdrawn or otherwise made moot.

Reed testified that on May 21, 2004 he had a conversation with Loftin who told him that he had the information request and he was going to give him the information; that Loftin asked him what particular information he needed; that he told Loftin that he did not need any information anymore because the grievance had been processed and he could not submit any more information; that Loftin asked him how far he wanted to go back on the FSM job and he told Loftin that he should go back as far as when Reed started working at the Waco facility; that he did not get the information at that time; and that Chuck Mason, who is a maintenance supervisor, was present during this conversation.

# C. Analysis

Collectively paragraphs 10(a), 11 and 12(a) of the complaint allege that on or about May 4, the Charging Party, in writing, requested, for the time period of September through October 2002 a copy of the overtime desired list and the order of rotation that management used to make up the overtime to Beverly Alexander; that the information is necessary for and relevant

to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the unit; and that since about May 4 the Respondent has failed and refused to furnish the Charging Party with this information. In its amended answer to the complaint the Respondent admits that on or about May 4, the Charging Party, in writing, requested, for the time period of September through October 2002 a copy of the overtime desired list and the order of rotation that management used to make up the overtime to Beverly Alexander.

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General Counsel points out on brief that the Supreme Court ruled (a) in NLRB v. Truitt Mfg. Co., 351 U.S. 432 (1956) that a union, as exclusive bargaining representative of the bargaining unit employees, is entitled to receive relevant information from an employer, and (b) in Acme Industrial Co., 385 U.S. 432 (1967) that an employer has a statutory duty to supply information which is potentially relevant and of use to the union in fulfilling its duties as exclusive representative, including its duty to police the contract, and a union is entitled to receive information from an employer that could be used to process and investigate grievances. General Counsel also points out that the Board applies a liberal standard of discovery. Postal Service, 307 NLRB 429, 432 (1992), information concerning bargaining unit employees is presumptively relevant and must be furnished upon request, Evergreen New Hope Health and Rehabilitation Center, 337 NLRB No. 71 slip op. at 2 (May 8, 2002), and the failure to timely provide relevant information is also a violation of Section 8(a)(5) and (1) of the Act, Postal Service, 308 NLRB 547 (1992). General Counsel contends that at issue here is how the Respondent responded to the Union's information requests, the system the Respondent had in place, the reliability of the documentation, and the completeness of the apparent responses; that while the Respondent tried to improve its information tracking system, its efforts failed in that it did not centralize its request tracking system and its plan to respond to the information requests, and the Respondent's involved documentation is incomplete; that Respondent's documentation does not show that the overtime desired list was provided to the Union in that Respondent's documentation shows only that clock rings were provided to the Union; that Robinette's and Trout's logs contain no indication that the overtime desired list and order of rotation management used for the requested time period leads to the conclusion that the Respondent did not provide the requested information; and that with respect to the order of rotation, the Respondent is obligated to provide the information it has available, to compile it, or to give the Union access to the records from which it can reasonably compile the information.

The Respondent on brief argues that it provided and responded to all the information requested on May 4; that if the Union did not receive the information requested, they should have renewed their request or complained about it being deficient, and the Union did neither; that since management made a good faith attempt to provide the Union with information and management was not notified of any inadequacies, it cannot be expected to remedy something it has no knowledge of; that until the Union filed the charge management thought the request had been fulfilled; that Trout's verbal response to the written request for the order of rotation, indicating that it did not exist, was perfectly lawful; and that the order of rotation could not be recreated.

In my opinion, the Respondent violated the Act as alleged in paragraph 10(a) to the extent that it did not, as Robinette concedes, provide the requested overtime desired list or the order of rotation that management used from September to October 2002. The information requested is relevant and necessary to the processing of a grievance. Trout equivocally testified that she "would" have given the overtime desired list. Would have, could have, should have is not the same as testifying "I did" give the overtime desired list to the Union when the information was requested. While Trout alleges that the supervisors do not always mark the overtime desired list to show the last person for chosen for overtime, she did not testify that she turned over to the Union the list to show that some but not all were marked. I do not credit Trout's

testimony that she told the Union about the order of rotation. She did not make the effort to explain, to show, and to give the Union an alternative to obtain the information it was seeking. If one takes the testimony of Trout at face value, the Respondent negligently created the situation with respect to the order of rotation and the Union must suffer the consequences. Apparently, the Respondent is taking the position that it does not have to take any responsibility for its negligence. Additionally, Respondent's attorneys appear to take the position that when the Respondent does not provide the information requested, the Respondent does not know that did not provide the information requested. According to them, the Respondent must be told that it is not providing the information requested. Please! With this kind of an approach, it does not appear that the Respondent wants to forthrightly address a continuing problem that is needlessly costing the Union, the public who uses the mail service, and the American taxpayer who "foots the bill" for needless litigation. What happened here was not done in good faith. What happened here involves an attitude. As found by the Board in Postal Service, 337 NLRB 820, note 2, (2002) the USPS has a history of similar violations. Unless and until that attitude changes, this type of needless litigation will continue. Perhaps the only thing that will bring about a change in Respondent's attitude is the contempt power of a United States Court of Appeals.

Collectively paragraphs 10(b), 11 and 12(b) of the complaint allege that on or about May 12, the Charging Party, in writing, requested a copy of the OMSS report for the last 12 months, May 12, 2002 to May 12, 2003; that the information is necessary for and relevant to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the unit; and that since about May 12 the Respondent has failed to timely furnish the Charging Party with this information. In its amended answer to the complaint the Respondent (a) admits that on or about May 12, the Charging Party, in writing, requested a copy of the OMSS report, but (b) denies the request was for the last 12 months, May 12, 2002 to May 12, 2003.

General Counsel on brief contends that Reddick failed to pursue the requested information with due diligence in that it took her 13 weeks to provide the reports to the Union, far after the deadline by which the Union needed the OMSS report; that Reddick did not inform the Union why it was taking so long to obtain the report; that Reddick provided the report only after Baker, well after Reed's request, requested this same information and when he did not get it he filed an unfair labor practice charge against the Respondent with the Board; that Reddick should have known that the OMSS reports must be submitted to the Union given that they were involved in the prior case of which she had knowledge; that in *Postal Service*, 308 NLRB 547 (1992) the Board found a four week delay untimely; that in *Woodland Clinic*, 331 NLRB 735, 736 (2000) the Board concluded that an unreasonable delay in furnishing information is as much of a violation of Section 8(a)(5) as a refusal to furnish the information at all; and that neither Robinette's nor Trout's logs contain an entry for the request for the OMSS report.

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The Respondent argues that management's delay after making attempts to retrieve an unfamiliar report not available locally was reasonable under the circumstances; that neither Trout nor Reddick had ever heard of the report; that Reddick had to verify the existence of the report, confirm its relevance, and then determine where she could retrieve the report; that Reddick eventually found a contact in the area that ran the report on August 1, and the Union received the report on August 7; that Reddick made diligent attempts to retrieve the report as quickly as she could; and that considering the nature of the request and the fact that the report was not available locally, the delay was reasonable under the circumstances.

In my opinion, the Respondent violated the Act as alleged in paragraph 10(b) of the complaint to the extent that it did not timely provide the OMSS report. In reading the Respondent's assertions on brief, one gets the impression that the Respondent intended to

comply with Reed's request and the Respondent's delay in providing this information to the Union was reasonable. Neither Trout not Robinette listed Reed's request for the OMSS report in their logs. Notwithstanding the fact that Judge Cullen, regarding the involved Waco facility, previously found that the Organization Management Staffing System (OMSS) Reports are presumptively relevant, and notwithstanding the fact that Respondent did not even file exceptions to this finding, the Respondent had no intention of voluntarily complying with Reed's request for the OMSS report. Indeed, technically the Respondent did not comply with Reed's request. It was not until (a) Baker's later June 13 request, (b) Trout's June 18 denial of that request on the grounds that the Union (notwithstanding Judge Cullen's finding that the report is presumptively relevant) must demonstrate relevance, and (c) Baker's filing a charge with the Board over the denial of this request for information (in addition to a charge filed by Reed regarding the Respondent's refusal to turn over information) that Reddick gave the OMSS report to Baker by letter dated August 7 in which she indicated that the information was being provided notwithstanding Baker's failure to articulate the relevance (even though Judge Cullen found the report to be presumptively relevant). In other words, in addition to an unchallenged Judge's finding, which by June 3 had been enforced by the United States Court of Appeals for the Fifth Circuit, it took two requests and two subsequent charges filed with the Board before USPS would turn over the presumptively relevant information. Shame on the USPS. It has wasted resources that would be better spent resolving genuine issues. The USPS's delay was occasioned not by the nature of the request but rather by Respondent's attitude to delay complying as long as possible.

Collectively paragraphs 10(c), 11 and 12(c) of the complaint allege that on or about May 12, the Charging Party, in writing, requested for the time period of May 5 and 6 a copy of the mail conditions report and how much mail was cancelled; that the information is necessary for and relevant to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the unit; and that since about May 12 the Respondent has failed to furnish the Charging Party with this information. In its amended answer to the complaint the Respondent admits that on or about May 12, the Charging Party, in writing, requested for the time period of May 5 and 6 a copy of the mail conditions report and how much mail was cancelled.

General Counsel on brief contends that the evidence supports a violation in that Robinette admits that she did not have either request recorded in her log; that while Trout's log shows an AMER report (mail conditions report) for May 5 and 6 along with other items requested, unlike other entries on this log, the entry for this request does not indicate how many pages were provided to the Union; that Trout admitted that a mail condition report is a one page document; and that Respondent's lack of documentation leads to the conclusion that it did not provide the requested information.

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The Respondent argues that the information was provided within a reasonable time; that Trout noted on her log that she gave Reed the information that usually would have gone through Robinette; and that Trout had direct access to the information and she provided it to Reed the same day he walked into her office on May 27.

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In my opinion, the Respondent violated the Act as alleged in paragraph 10(c) of the complaint. On the one hand, I found Reed to be a credible witness. His testimony that he never received the documentation showing the amount of mail cancelled and how late it was cancelled on May 5 and 6 is credited. On the other hand, I did not find Trout to be a credible witness. As noted above, she was equivocal with respect to the overtime desired list sought by Reed on May 4. Again she is equivocal with respect to the documentation which would show the amount of mail cancelled on May 5 and 6 and how late it was cancelled. Trout did not unequivocally

testify that she gave Reed this documentation. While she had the Union sign for information provided on May 13, see page two of General Counsel's Exhibit 15, Respondent did not produce a similar form signed by Reed to demonstrate that he received the involved documentation on May 27. The last entry on page two of Trout's log is only her notation which allegedly indicates that she gave something to Reed on "5/27/03." It is not Reed's signature indicating how many pages he received. In that regard, except for the involved log entry (and one other which is not related), Trout's log, which has approximately 80 entries, specifies the number of pages given to the Union for each and every information request listed. Neither the first nor the second request for this information is listed on Robinette's log. While she testified that she did receive the second request, Trout equivocated as to whether she received the first request on or about May 12. Trout is not a credible witness. The Respondent has not demonstrated that the Union was given the documentation sought. The information requested is relevant and necessary to the processing of a grievance. The Respondent violated the Act as alleged in paragraph 10(c) of the complaint.

Collectively paragraphs 10(d), 11 and 12(d) of the complaint allege that on or about June 1, the Charging Party, in writing, requested the length of time six level 6 FSM clerk jobs have existed, a list of all employees that work the flat sorter as level 6 clerks and for how long have they worked there, and what other jobs management will abolish and when; that the information is necessary for and relevant to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the unit; and that since about June 1 the Respondent has failed to furnish the Charging Party with this information. In its amended answer to the complaint the Respondent admits that on or about May 12, the Charging Party, in writing, requested the length of time six level 6 FSM clerk jobs have existed, a list of all employees that work the flat sorter as level 6 clerks and for how long have they worked there, and what other jobs management will abolish and when.

General Counsel on brief contends that the evidence shows that the Respondent failed to provide any of the requested items; that Robinette's log only shows a June 1 entry for 'abolishment of jobs' and that one page was provided; that Robinette's log is incomplete in that it does not provide at least an index as to what the Respondent provided the Union; that Robinette admitted that the one page provided to the Union was not everything they asked for; and that Trout's log refers to one page in response to the Union's June 1 request for three different categories of information.

The Respondent argues that if the Union was not satisfied with the information that the Respondent gave it the Union should have complained that the information was deficient or made an additional request; that management was not aware that the information was incomplete until the Union filed the initial charge; and that while the Board now claims that some items were missing or not produced, there is no evidence that the Union specified which items they claimed were missing.

Here we go again. Respondent's attorneys on brief argue that Respondent cannot know that it is not providing the information sought unless the Union tells it. So it appears that the Respondent is taking the position that if the Union, as here pertinent, asks (1) how long the six level 6 FSM jobs have existed, (2) for a list of all the employees that work on the flat sorter as level 6 clerks and how long they have worked there, (3) what other jobs will management want to abolish, and (4) when will they abolish these jobs, and the Respondent does not provide this information, the Union must tell the Respondent what information it did not provide. Robinette, who is a secretary, knew that the Respondent did not provide all of the information requested when she testified "from my summary, I know that one page is not everything that they ask[ed] for," (transcript page 96). Reed's testimony that he sought the information and he did not have

the information when he filed the grievance is not refuted by the Respondent. Reed's testimony is credited. The information requested is relevant and necessary to the processing of a grievance. The Respondent violated that Act as alleged in paragraph 10(d) of the complaint.

5 Conclusions of Law

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- 1. The Board has jurisdiction over the Respondent pursuant to Section 1209 of the Postal Reform Act.
  - 2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
- 3. By engaging in the following conduct, namely failing and refusing to furnish information which is necessary and relevant to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the above-described unit, Respondent committed unfair labor practices contrary to the provisions of Section 8(a)(5) and (1) of the Act:
- (a) Since about May 4 failing and refusing to furnish the Charging Party with a copy of the overtime desired list and the order of rotation that management used to make up the overtime to Alexander.
- (b) Since about May 12 failing to timely furnish the Charging Party with a copy of the OMSS report.
- (c) Since about May 12 failing to furnish the Charging Party with a copy of the mail conditions report and how much mail was cancelled on May 5 and 6, 2003.
- (d) Since about June 1 failing to furnish the Charging Party with the following information: (1) how long the six level 6 FSM jobs have existed, (2) a list of all the employees that work on the flat sorter as level 6 clerks and how long they have worked there, (3) what other jobs will management want to abolish, and (4) when will they abolish these jobs,
- 4. The above-described labor practices affect commerce within the contemplation of Section 2(6) and (7) of the Act.

35 The Remedy

General Counsel submits that given the evidence which supports a finding that Respondent has a proclivity to violate the Act, the granting of the special remedies described in paragraph 14 of the complaint is particularly appropriate in this case, along with any other relief deemed appropriate. Paragraph 14 of the complaint reads as follows:

General Counsel seeks, as additional remedies to the unfair labor practices alleged above, that Respondent be ordered to read the Notice to Employees in the presence of a Board Agent at its facility located at 430 W. State Hwy. 6, Waco Texas 76702, broadly cease and desist from engaging in any and all unlawful conduct, and reinstate all grievances lost by Respondent's failure to provide relevant information.

General Counsel points out that if the Respondent does not provide the requested information by the Step 2 grievance deadline, no additional information can be included; that as a result the grievances at issue in the present case that involved requested information were either lost due to the lack of information or were sent to arbitration; and that, therefore, any remedy that does not provide that lost grievances be reintroduced in the grievance procedure and that the Union

be permitted to supplement grievances pending arbitration falls far short of the remedial aims of the Act and would allow Respondent to profit from its misdeeds.

Respondent's witnesses tried to convey the impression that the new manager, Reddick, was concerned about the action the Board had taken, she cared, and she was trying to "straighten out" USPS's act, at least with respect to the Waco office. To see that it is "business as usual," however, one need only read Reddick's above-described August 7 letter and the Respondent's brief herein.

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The violations found herein occurred subsequent to a Board order and they were not remedied by the Respondent even after the United States Court of Appeals for the Fifth Circuit enforced the Board's order. Indeed, only after additional charges were filed with the Board was the presumptively relevant OMSS report given to the Union, and even then Reddick wrote "[t]he information is being provided despite your failure to articulate ... [its] relevance." In these circumstances, the request of General Counsel that the notice be read will be granted.

In view of the fact that the USPS has demonstrated a proclivity for violating the Act and a genuine disregard for the Charging Party's right to receive relevant and necessary information, I find it necessary to issue a broad cease and desist Order.

General Counsel requests that all grievances lost by Respondent's failure to provide relevant information be reinstated. Whether the involved collective bargaining agreement allows for an arbitrator, in the circumstances extant here, to reopen a proceeding to receive information which USPS unlawfully withheld and will now be ordered to turn over to the Union was not made a matter of record. It is highly unlikely that such a provision exists. As noted above the following provision does exist in Article 31 Section 3 of the involved collective bargaining agreement:

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information ....

USPS has not only violated the Act but apparently it has violated this provision of its collective bargaining agreement. Obviously the determination as to whether USPS has violated a provision of the collective bargaining agreement between it and the Union is the prerogative of an arbitrator and not the Board.<sup>5</sup> But it is not clear that even with a finding by an arbitrator that this provision has been violated, could all grievances lost because of Respondent's failure to provide relevant information be reinstated. USPS, by its unlawful conduct, has undermined the effective implementation of the grievance procedure of the involved collective bargaining agreement. The fact that it could get away with this would be an added incentive to continue its unlawful conduct. The last thing that should be done is to encourage in any way a continuation of conduct that will continue to waste what has to be a great deal of money. I do not believe, contrary to the findings of at least one other Judge, that ordering a reinstatement of all grievances lost because of Respondent's refusal and failure to provide relevant information is effectively ordering the waiver of time limitations agreed upon by the parties and incorporated in their collective bargaining agreement. Rather, the situation at hand is somewhat akin to a

<sup>&</sup>lt;sup>5</sup> In anticipation of a possible argument by the Respondent, it should be noted that as pointed out in *Postal Service*, 302 NLRB 918 (1991), issues regarding a refusal to supply information are not subject to deferral.

situation where someone engages in conduct which tolls a statute of limitations. Here USPS in effect has itself tolled the time limitations by its unlawful refusal to turn over the relevant and necessary information to the Union. The Respondent will be ordered to reintroduce in the grievance procedure with the Union grievances that were lost because USPS did not give the above-described information to the Union. The Union will be permitted to supplement those grievances with the information which USPS is ordered to turn over to the Union.

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While initially one could be hopeful that USPS would "straighten out its act" and start complying with the law, at some point reality must set in. When it does, a determination must be made as to what action is appropriate under the circumstances. If USPS is not going to "clean up its act," what incentive could the Board provide USPS?. Neither General Counsel nor the Charging Party have requested it, and so, while I have considered it, it would not be appropriate for me, sua sponte, to recommend that USPS be ordered to pay the Board and the Charging Party for the litigation costs of this proceeding, and the costs the Charging Party has already suffered in those grievance procedures it ultimately wins with the information the Respondent is ordered herein to turn over to the Union. It appears that USPS's continued conduct has become "outrageous" not only in the context of this case but especially when one considers its actions in the context of the many other needs the people of the United States have for the funds that are being wasted on trying to convince USPS to act lawfully. Additionally, there is a question as to whether we are now dealing with willful disobedience of a court order on the part of USPS. J.P. Stevens & Co., Inc., 244 NLRB 407 (1979), enf'd and remanded, 668 F.2d 767 (4th Cir. 1982); J.P. Stevens & Co.v. NLRB, 458 U.S. 1118 (1982); and Summit Valley Indus. v. Carpenters Local 112, 456 U.S. 717 (1982)

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>6</sup>

#### ORDER

The Respondent, United States Postal Service, Waco, Texas, its officers, agents, successors, and assigns, shall

- 1. Cease and desist from refusing to bargain collectively with the Union by
- (a) Since about May 4 failing and refusing to furnish the Charging Party with a copy of the overtime desired list and the order of rotation that management used to make up the overtime to Beverly Alexander.
- (b) Since about May 12 failing to timely furnish the Charging Party with a copy of the OMSS report.
  - (c) Since about May 12 failing to furnish the Charging Party a copy of the mail conditions report and how much mail was cancelled on May 5 and 6, 2003.
- (d) Since about June 1 failing to furnish the Charging Party with the following information: (1) how long the six level 6 FSM jobs have existed, (2) a list of all the employees

 <sup>&</sup>lt;sup>6</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

JD(ATL)-38-04

that work on the flat sorter as level 6 clerks and how long they have worked there, (3) what other jobs will management want to abolish, and (4) when will they abolish these jobs,

(e) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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Dated Washington D.C.

- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Furnish to the American Postal Workers Union, Local 739, AFL-CIO within 7 days of the date of this order all of the information it has unlawfully withheld.
  - (b) Upon request by the Union, reintroduce in the grievance procedure grievances that were lost because USPS did not give the above-described information to the Union, and accord the Union the opportunity to supplement those grievances with the information which USPS is ordered to turn over to the Union
  - (c) Within 14 days after service by the Region, post at its facilities in Waco, Texas copies of the attached Notice marked "Appendix." Copies of the Notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where Notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the Notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the Notice to all current employees and former employees employed by the Respondent at any time since May 4, 2003.
- (d) Convene all unit employees during working time at the Respondent's Waco, Texas facilities, and have a responsible management official of the Respondent read the notice to the employees or at the Respondent's option, permit a Board agent, in the presence of a responsible management official of the Respondent, to read the notice to the employees. The Board shall be afforded a reasonable opportunity to provide for the attendance of a Board agent at any assembly of employees called for the purpose of reading such notice by an official of the Respondent.
  - (e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

45	John H. West
	Administrative Law Judge

<sup>&</sup>lt;sup>7</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

### **APPENDIX**

## NOTICE TO EMPLOYEES

5 Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT refuse to bargain collectively with the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO by failing and refusing to furnish the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO with a copy of the overtime desired list and the order of rotation that management used to make up the overtime to Beverly Alexander.

WE WILL NOT refuse to bargain collectively with the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO by failing to timely furnish the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO with a copy of the OMSS report.

WE WILL NOT refuse to bargain collectively with the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO by failing and refusing to furnish the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO with a copy of the mail conditions report and how much mail was cancelled on May 5 and 6, 2003.

WE WILL NOT refuse to bargain collectively with the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO by failing and refusing to furnish the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO with the following information: (1) how long the six level 6 FSM jobs have existed, (2) a list of all the employees that work on the flat sorter as level 6 clerks and how long they have worked there, (3) what other jobs will management want to abolish, and (4) when will they abolish these jobs,

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish to the AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO all of the information we unlawfully withheld.

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WE WILL upon request by the Union, reintroduce in the grievance procedure grievances that were lost because we did not give the above-described information to AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO, and accord AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO the opportunity to supplement those grievances with the information which we will turn over to AMERICAN POSTAL WORKERS UNION LOCAL 739, AFL-CIO.

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		United States Postal Service		
)		(Employer)		
Dated	Ву			
		(Representative)	(Title)	
Relations Act. It cond investigates and remother the Act and how to file	lucts secret-ballot election edies unfair labor practice e a charge or election peti	pendent Federal agency created in is to determine whether employees is by employers and unions. To find ition, you may speak confidentially obtain information from the Board's	want union representation and it dout more about your rights under to any agent with the Board's	
) "	819 Taylor Street,	Room 8A24, Fort Worth, TX 7610	)2-6178	
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NOT BE ALTERED	ST REMAIN POSTED FOR 6 , DEFACED, OR COVERED PLIANCE WITH ITS PROVIS	OTICE AND MUST NOT BE DEFACED 50 CONSECUTIVE DAYS FROM THE D BY ANY OTHER MATERIAL. ANY Q SIONS MAY BE DIRECTED TO THE A NCE OFFICER, (817) 978-2925.	DATE OF POSTING AND MUST UESTIONS CONCERNING THIS	
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